

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY

APPROVING BOSTON HOUSING AUTHORITY AS DEVELOPER OF PARCEL 2  
IN THE CASTLE SQUARE SECTION OF THE SOUTH END URBAN RENEWAL AREA

WHEREAS, the Authority, the Boston City Council and the Division of Urban and Industrial Renewal have approved a plan for Castle Square, including a site for construction of units of housing for the elderly; and

WHEREAS, the Boston Housing Authority has entered into an Annual Contributions Contract with the Public Housing Administration of the United States Government for construction of approximately 100 units of public housing for the elderly pursuant to the provisions of the United States Housing Act of 1937, as amended; and

WHEREAS, there has been presented to this meeting of the Authority a proposed Land Disposition Agreement for said Parcel 2; and

WHEREAS, the proposed purchase price for said parcel of \$ .15 per square foot is based upon two independent appraisals of the value of said parcel for uses in accordance with the Land Use Provisions, Planning Objectives and Other Requirements for the Development of Castle Square, as previously approved by the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the said Land Disposition Agreement for the disposition of Parcel 2 to the Boston Housing Authority is hereby approved and the Development Administrator is hereby authorized to execute said Agreement on behalf of the Authority substantially in the form presented to this meeting, subject to HHFA concurrence and prior public disclosure as required by Title I of the Housing Act of 1949, as amended.
2. That the proposed price of \$ .15 per square foot is hereby approved and determined to be not less than the fair value of the Parcel for uses in accordance with the Land Use Provisions, Planning Objectives and Other Requirements for the Development of Castle Square.
3. That the Boston Housing Authority possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with said Land Use Provisions, Planning Objectives and Other Requirements for the Development of Castle Square.
4. That the Development Administrator is further authorized to grant to the Boston Housing Authority such temporary construction easements on adjoining land owned by the Authority as will expedite construction on said Parcel 2.

10/6/64

LAND DISPOSITION AGREEMENT  
CASTLE SQUARE AREA  
SOUTH END URBAN RENEWAL PROJECT

by and between  
BOSTON REDEVELOPMENT AUTHORITY

and  
BOSTON HOUSING AUTHORITY  
PROJECT NO. MASS. R-56



10/6/64

LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the  
day of \_\_\_\_\_, 196\_\_ by and between BOSTON  
REDEVELOPMENT AUTHORITY, and Boston Housing Authority

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have  
the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts

(b) "Authority" shall mean the Boston Redevelopment Authority,  
a public body politic and corporate, created pursuant to Chapter 121,  
Section 26QQ, of the Massachusetts General Laws (Ter. Ed.), as amended,  
and shall include any successor in interest, whether by act of a party of this  
Agreement or by operation of law or otherwise.

(c) "Redeveloper" shall mean Boston Housing Authority, a public  
body politic and corporate, created pursuant to Chapter 121, Section 26K  
of the Massachusetts General Laws (Ter. Ed.) as amended, and shall  
include any successor in interest or assign, whether by act of a party to  
this Agreement or by operation of law or otherwise.

(d) "The Property" refers to Parcel 2 in the Castle Square Section  
of the South End Urban Renewal Project Area, and shall mean that  
property described in Exhibit A attached hereto and made a part hereof  
and shown on a map entitled \_\_\_\_\_,  
prepared by \_\_\_\_\_ dated \_\_\_\_\_, 19 \_\_,  
which map is attached hereto and made a part hereof as Exhibit B, together  
with the fee to the centerline of all streets, proposed or existing, shown  
on said Plan as abutting the Property, and with the benefit of and subject  
to such easements as are hereinafter described.



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(e) "Plan" shall mean the South End Urban Renewal Plan duly adopted in accordance with Chapter 121 of the General Laws, and as it may be amended in accordance with the provisions of that Plan therein contained. The "term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the City Council. For the purposes of this Agreement, until the due adoption of the South End Urban Renewal Plan, the term "Plan" shall mean the Land Use Provisions, Planning Objectives, and Other Requirements set forth in Exhibit D attached hereto and made a part hereof.

(f) "Site Plan" shall mean the drawings, sketches and plans submitted to and approved by the Authority, showing the general plan, elevations, dimensions and character of the improvements to be erected on the Property by the Redeveloper, including the type, amount, distribution and areas of the various uses on the Property, and including for each prototype structure, building plans for ground floors and lobbies and typical elevations, cross section, materials and finishes, which Site Plan, dated \_\_\_\_\_ is on file at the offices of the Authority and the Redeveloper.

(g) "Architect" shall mean the firm of Samuel Glaser Associates, of Boston, Massachusetts, acting pursuant to a contract for architectural services with respect to the improvements to be erected on The Property a copy of which contract has been deposited with the Authority, which firm or contract shall not be changed without the prior written consent of the Authority in each instance.

(h) "HHFA" shall mean the Administrator of the Housing and Home Finance Agency of the U. S., or any officer duly authorized to act in his behalf.

(i) "Preliminary Plans and Outline Specifications" shall mean the preliminary architectural drawings and specifications for the improvements to be constructed on the Property, submitted to and approved by the Authority on \_\_\_\_\_, on file at the offices of the Authority and the Redeveloper.

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ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, The Property.



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Section 202: Condition of Land to be Conveyed

The Authority agrees that, at the time of sale and conveyance and delivery of possession of the Property, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks, and walls and foundations below the surface, and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

10/6/64

Section 203: Purchase Price and Payment Thereof

(a) The purchase price for the Property shall be fifteen (\$0.15) cents per square foot, subject to HHFA concurrence.

(b) The payment shall be in check drawn to the order of the Authority.

12/17/64

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of The Property and the purchase of the same by the Redeveloper shall take place on April 20, 1965 at a closing to be held at the office of the Authority or such other place as the Authority may designate, provided, however, that the sale and conveyance and delivery of possession may take place at an earlier or later date upon agreement of the parties hereto.



Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to the Property, free and clear of all liens and encumbrances but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and Plan or in either thereof, and subject to an easement for pedestrian passage through the property which easement area shall be constructed, lighted and maintained by the owner of the adjoining premises, who shall be responsible for safety, appearance and cleanliness of the easement area (but not for work or repairs to the Redeveloper's structures) and shall hold the Redeveloper harmless from claims arising from the use of said area by the public except claims caused by the negligence of the Redeveloper. The Property shall have the benefit of an easement for pedestrian passage through the area designated "Pedestrian Easement" on Exhibit B.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, except to the extent provided in Section 208.

Nothing herein contained shall be construed to permit any violation of the U. S. Housing Act of 1937 as amended or the Annual Contributions Contract entered into between the Redeveloper and the U. S. Public Housing Administration.

Section 206: Agreement Between Redeveloper and City Redevelopment Corporation With Respect to Recreational Use of Rooftop Areas

It is the intention of the parties that tenants in buildings to be constructed by the Redeveloper on the Property shall have use of the roof of an adjoining building, for recreational purposes. To this end City Redevelopment Corporation, the proposed owner of the adjoining premises by agreement executed this date with the Authority, has agreed to grant to the Redeveloper an easement over said roof for recreational purposes, and to construct and maintain therein gardens, walks, etc. as shall be recommended by the Redeveloper, provided that the Redeveloper reimburses City Redevelopment Corporation for the original cost of structural and other work to prepare said roof for such uses, and pays to City Redevelopment Corporation, its successors or assigns a maintenance charge in either a fixed annual amount, or in an amount equivalent to the total extra cost of maintenance of said roof incurred by reason of its use for such purposes. The Redeveloper hereby agrees to enter into appropriate agreements with City Redevelopment Corporation regarding this arrangement.



10/6/64

Section 207: Condition Precedent to Conveyance

The Authority shall not be obligated to make conveyance of the Property unless and until final plans and specifications for the Property have been submitted to and approved by the Authority as provided in Section 302 hereof.

10/6/64

Section 208: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then (1) all obligations of the parties hereunder shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto, provided however that the Authority shall use reasonable efforts to remove any defect in title and to deliver possession as herein agreed, and for this purpose the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided further that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property (if then cleared) and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to the Property, except such as are, by the express terms hereof, to be performed after the delivery of the deed.



10/6/64

Section 209: Adoption of Urban Renewal Plan

(a) The Redeveloper agrees with the Land Use Provisions, Planning Objectives, and Other Requirements for the Property set forth in Exhibit D attached hereto and made a part hereof.

(b) It is the intention of the Authority to take such steps as may be necessary to have an Urban Renewal Plan for the South End Urban Renewal Area (Including the Land Use Provisions, Planning Objectives, and Other Requirements set forth in Exhibit D hereof) approved by appropriate local public bodies and adopted in accordance with applicable law. However, in the event that prior to transfer of title to the Property, an Urban Renewal Plan is so adopted which contains substantive changes which affect the Property, the Redeveloper, within ten (10) days after receipt of such Plan or notice of such changes by the Authority may request that this Agreement be terminated. Promptly upon receipt of such a request, (1) all obligations of the parties hereunder shall cease; and (2) this Agreement shall be void and without recourse to the parties hereto.

In the event that, subsequent to transfer of title to the Property, an Urban Renewal Plan for the South End Area has been duly adopted in accordance with Chapter 121 of the General Laws, and with no substantive changes affecting The Property (except such as may be acceptable to the Redeveloper) the Redeveloper agrees that the said Urban Renewal Plan shall supersede said Exhibit D ( and any deed conveying title pursuant to this Section shall so provide).

10/6/64

ARTICLE III

Restrictions and Controls Upon Redevelopment

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns covenants, promises and agrees to devote The Property to the uses specified in the Plan. This covenant shall be a covenant running with the land, and a covenant to the same effect shall be contained in any instruments from the Authority to the Redeveloper or to its successors or assigns and in any instruments from the Redeveloper, its successors and assigns, conveying The Property or any part thereof or interest therein and shall be expressed therein to be a covenant running with the land.



10/6/64

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for a project for housing for the elderly under the provisions of the United States Housing Act of 1937 as amended, and pursuant to an Annual Contributions Contract dated by and between the Redeveloper and the Public Housing Administration. All construction shall conform to the Site Plan, the Preliminary Plans and Outline Specifications, and the applicable standards and controls of this Agreement and the Plan.

(b) Within ninety (90) days after the execution of this Agreement, the Redeveloper shall submit to the Authority final plans and specifications prepared by the Architect, for all of the improvements to be constructed by it on the Property in accordance with the Preliminary Plans and Outline Specifications, the Site Plan, the Plan and this Agreement.

The Authority shall review such final plans and specifications, for conformity with the Preliminary Plans and Outline Specifications, the Site Plan, the Plan and this Agreement, and shall promptly notify the Redeveloper of any finding of nonconformity setting forth in detail the grounds for such a finding. If no such finding is delivered in writing to the Redeveloper within ten (10) days after the submission of the final plans and specifications, such plans and specifications shall be deemed approved.

(c) No work shall be done on the construction of the improvements to be erected on the Property unless such work, conforms in every respect with the approved final plans and specifications, except and only to the extent that modifications thereof have been approved by the Authority, and except that such final plans and specifications may be modified by the Redeveloper from time to time as long as the improvements to be erected shall be in conformity with the preliminary plans and specifications, the Site Plan, and the applicable building requirements of the Plan and be in substantial conformity with the approved final plans and specifications.

(d) In submitting plans and specifications to the Authority for its review, the Redeveloper shall consider and take into account the planning and design objectives set forth herein and in the Plan and the Authority shall pursue such objectives in its review of and action upon the plans and specifications so submitted.



Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the improvements on the Property in accordance with the approved final plans and specifications within ninety (90) days after delivery of the deed to and possession of the Property to the Redeveloper, unless no acceptable bid is received by the Redeveloper within public housing statutory limits, in which event the time for commencement of construction shall be extended as appropriate.

(b) The Redeveloper shall diligently prosecute to completion the construction of the improvements on the Property and shall, in any event, complete such construction not later than twenty-four (24) months after the commencement thereof.

(c) After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purpose of this agreement.

(e) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on the Property shall be covenants running with the land, and covenants to the same effect shall be contained in any instruments from the Authority to the Redeveloper or to its successors or assigns of the Property or any part thereof or interest therein, and in any instruments from the Redeveloper, or such successors and assigns, conveying the Property or any part thereof or interest therein and shall be expressed therein to be covenants running with the land.

10/6/64

Section 304: When Improvements Completed

The building of improvements of The Property shall be deemed completed for the purposes of this Agreement when the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority, which shall be in recordable form and shall not be unreasonably withheld by the Authority.



ARTICLE IV  
MISCELLANEOUS

Section 401: Transfer of Interest In Property by Redeveloper

(a) The Redeveloper agrees that it will not, prior to the completion of the construction of the improvements on The Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in The Property or portion thereof of in this Agreement, provided that nothing herein shall be construed to affect the rights of the U.S. Government as set forth in the Annual Contributions Contract entered into between the U.S. and the Redeveloper.

Section 402: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the improvements constructed on The Property in reasonably good and safe condition and repair, and, in the occupancy, maintenance and operation of such Project, improvements and The Property, comply with all laws, ordinance, codes and regulations applicable thereto.



Section 403: Additions or Subtractions to Completed Improvements

After the improvements required by the Plan and this Agreement to be constructed by the Redeveloper on The Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, which involve significant alteration of the exterior design or dimensions, without the prior written approval of the Authority, which approval shall not be unreasonably withheld.

Section 404: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to The Property and shall, in any event and without regard to technical classification specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper (including its successors and assigns to or of The Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority and those holding title to an interest in the Property and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.



12/17/64

Section 405: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

12/17/64

Section 406: Amendment of Plan

In the event a proposed modification or amendment of the Plan affects the rights of the Redeveloper as established under this Agreement, any such modification or amendment of the Plan must be consented to by the Redeveloper prior to becoming effective with respect to the Redeveloper.



Section 407: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Reveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of The Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of sub-contractors or suppliers due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of The Property for redevelopment or of the Receveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable time after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

10/6/64

IN WITNESS WHEREOF, on the \_\_\_\_\_ day of \_\_\_\_\_  
at Boston, Massachusetts, the parties hereto have caused  
this Agreement in five counterparts to be signed, sealed  
and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and  
delivered in the presence  
of:

By \_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_

BOSTON HOUSING AUTHORITY

By \_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_

10/6/64

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named  
  
who executed the foregoing Agreement on behalf of Boston  
Redevelopment Authority and acknowledged the same to be  
his free act and deed.

---

Notary Public  
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named  
  
who executed the foregoing Agreement on behalf of Boston  
Housing Authority and acknowledged the same to be his free act  
and deed.

---

Notary Public  
My commission expires



10/6/64

EXHIBIT A

Description of The Property

10/6/64

EXHIBIT B

Plan of The Property

10/6/64

EXHIBIT C

Redeveloper's Site Plan

consisting of the following drawings, sketches and plans: